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11 San Francisco, CA 94104
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14 Attorneys for Plaintiffs

15 UNITED STATES DISTRICT COURT

16 FOR THE NORTHERN DISTRICT OF CALIFORNIA

17 AUTOMOTIVE INDUSTRIES PENSION
18 TRUST FUND, JAMES H. BENO, Trustee,
19 BILL BRUNELLI, Trustee, STEPHEN J.
20 MACK, Trustee, CHRIS CHRISTOPHERSEN,
Trustee, DON CROSATTO, Trustee, MARK
HOLLIBUSH, Trustee, JON ROSELLE,
Trustee, DOUG CORNFORD, Trustee, and
JAMES V. CANTERBURY, Trustee,

Case No.: C 12-01001 DMR

**JUDGMENT PURSUANT TO
STIPULATION**

Plaintiffs,

v.

CARLO V. GARDIN, Individually, and dba
C.R.O. IMPORT AUTO SERVICE, a sole
proprietorship, and DOES 1-10,

Defendants.

The parties to this action hereby stipulate and agree that Judgment be entered in favor of
Plaintiffs AUTOMOTIVE INDUSTRIES PENSION TRUST FUND, JAMES H. BENO, Trustee,
BILL BRUNELLI, Trustee, STEPHEN J. MACK, Trustee, CHRIS CHRISTOPHERSEN, Trustee,
DON CROSATTO, Trustee, MARK HOLLIBUSH, Trustee, JON ROSELLE, Trustee, DOUG
CORNFORD, Trustee, and JAMES V. CANTERBURY, Trustee, and against Defendant CARLO
V. GARDIN, Individually, and dba C.R.O. IMPORT AUTO SERVICE, as follows:

1. Plaintiffs shall have judgment against Defendant in the amount of **\$57,000.00**,
payable as follows:

1 (a) Defendant shall pay Plaintiffs \$3,000.00 on or before December 1, 2012;
 2 (b) Beginning on or before January 1, 2013, and continuing on or before the 1st
 3 day of each month thereafter for a period of 54 months, Defendant shall pay to Plaintiffs the
 4 amount of \$1,000.00 per month.

5 (c) Defendant shall have the right to increase the monthly payments at any time
 6 and there is no penalty for early payment. Defendant may request a "payout demand" at any time
 7 during the payment period, for satisfaction of this Judgment.

8 (d) Payments shall be made payable to the "Automotive Industries Pension Trust
 9 Fund" and shall be delivered to Anne M. Bevington at Saltzman & Johnson Law Corporation, 44
 10 Montgomery Street, Suite 2110, San Francisco, California 94104, to be received on or before the
 11 1st day of each month, or to such other address as may be specified by Plaintiffs.

12 2. Plaintiffs shall not execute on this Judgment as long as Defendant is not in default of
 13 his payment obligation under this Stipulation and Judgment, or within the 15-day default cure
 14 period provided herein.

15 3. Upon payment in full of all sums due under this Stipulation and Judgment, Plaintiffs
 16 shall promptly file and serve Notice of Satisfaction of Judgment in full.

17 4. If Defendant fails to make any payment referenced herein in a timely manner as
 18 required, or if payment is made and fails to clear the bank, or is unable to be negotiated for any
 19 reason, Defendant shall be considered to be in default of his payment obligation under this
 20 Stipulation and Judgment.

21 5. If Defendant is in default, Plaintiffs shall make a written demand to Defendant to
 22 cure the default *within fifteen (15) days* of the date of the notice from Plaintiffs. Notice of default
 23 shall be sent by certified mail to Carlo Gardin, CRO Import Auto Services, 3241 Kerner Blvd., San
 24 Rafael, CA 94901.

25 6. If any default is caused by a failed check, default will only be cured by the issuance of
 26 a replacement *cashier's check*, delivered to Saltzman and Johnson Law Corporation within the fifteen
 27 (15) day cure period. All future payments shall be made by cashier's check at Plaintiffs' option.

28 7. If a default is not timely cured as provided in this Stipulation and Judgment, the

1 following will occur:

2 (a) The entire balance of \$57,000.00, reduced by payments received from
 3 Defendant pursuant to this Judgment, and increased by interest on the unpaid amount of the
 4 Judgment from the date of default at the rate of 7% simple interest per annum, shall be immediately
 5 due, together with any attorneys' fees and costs as provided by subparagraph (d) of this paragraph.

6 (b) A Writ of Execution may be obtained against Defendant without further
 7 notice, in the amount of the unpaid balance, plus any additional amounts under the terms herein,
 8 upon declaration by a duly authorized representative of the Plaintiffs setting forth any payment
 9 theretofore made by or on behalf of Defendant and the balance due and owing as of the date of
 10 default. Plaintiffs and Defendant specifically consent to the authority of a Magistrate Judge for all
 11 proceedings, including, but not limited to, Plaintiffs' obtaining a writ of execution herein.

12 (c) The declaration or affidavit of a duly authorized representative of Plaintiffs
 13 as to the balance due and owing as of the date of default shall be sufficient to secure the issuance of
 14 a Writ of Execution, without notice to Defendant.

15 (d) Defendant shall pay all attorneys' fees and costs incurred by Plaintiffs in
 16 connection with collection of the amounts owed by Defendant to Plaintiffs under this Stipulation
 17 and Judgment.

18 8. In the event of the filing of a bankruptcy petition by the Defendant, the parties agree
 19 that any payments made pursuant to the terms of this Stipulation and Judgment shall be deemed to
 20 have been made in the ordinary course of business as provided under 11 U.S.C. Section 547(c)(2)
 21 and shall not be claimed by Defendant as a preference under 11 U.S.C. Section 547 or otherwise.
 22 Defendant nevertheless represents that no bankruptcy filing is anticipated.

23 9. Any failure on the part of the Plaintiffs to take any action against Defendant as
 24 provided herein in the event of any breach of the provisions of this Stipulation and Judgment shall
 25 not be deemed a waiver of any subsequent breach by the Defendant of any provisions herein.

26 10. Should any provision of this Stipulation and Judgment be declared or determined by
 27 any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity,
 28 and enforceability of the remaining parts, terms or provisions shall not be affected thereby and said

1 illegal, unenforceable or invalid part, term, or provision shall be deemed not to be part of this
2 Stipulation and Judgment.

3 11. This Stipulation and Judgment is limited to the Plaintiffs' assessment, in or about
4 August 2011, of withdrawal liability against Defendant arising from Defendants' withdrawal from
5 the Automotive Industries Pension Trust Fund in or about April 2011.

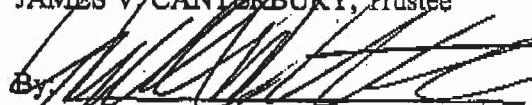
6 12. All parties represent and warrant that they have had the opportunity to be or have
7 been represented by counsel of their own choosing in connection with entering into this Stipulation
8 under the terms and conditions set forth herein, and that they enter into this Stipulation voluntarily.

9 13. This Stipulation may be executed in any number of counterparts and by facsimile,
10 each of which shall be deemed an original and all of which shall constitute together one and the
11 same instrument.

12 14. Defendant represents and warrants that he has read this Stipulation with care, is fully
13 aware of its terms, and enters into this Stipulation voluntarily and without duress.

14 PLAINTIFFS:

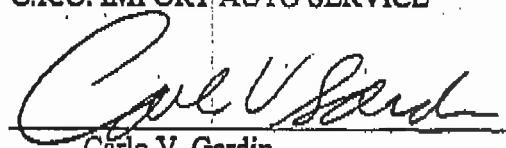
15 AUTOMOTIVE INDUSTRIES PENSION
TRUST FUND, JAMES H. BENO, Trustee,
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CROSATTO, Trustee, MARK
18 HOLLIBUSH, Trustee, JON ROSELLE,
Trustee, DOUG CORNFORD, Trustee, and
19 JAMES V. CANTERBURY, Trustee

20 By: 
Donald D. Crosatto, Trustee

22 Dated: 10-26, 2012

DEFENDANT:

CARLO V. GARDIN, individually and dba
C.R.O. IMPORT AUTO SERVICE


Carlo V. Gardin

Dated: 10-17, 2012

24 IT IS SO ORDERED AND ADJUDGED.

25 Dated: October 30, 2012


Donna M. Ryu
UNITED STATES MAGISTRATE JUDGE

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